

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SIETEL SINGH GILL, individually
and on behalf of other similarly
situated individuals,

Plaintiff,

Civil

v.

Action No.

NATIONAL FOOTBALL LEAGUE, a

1:21-cv-1032

New York unincorporated

association, and NFL ENTERPRISES,

LLC, a Delaware limited

liability company,

Defendants.

VIDEOCONFERENCE DEPOSITION OF PERSON MOST KNOWLEDGEABLE

FOR THE NATIONAL FOOTBALL LEAGUE - MAX BOIGON

DATE: Friday, March 4, 2022

TIME: 9:06 a.m.

LOCATION: Remote Proceeding

Los Angeles, CA 90305

REPORTED BY: Molly McColm, Notary Public

JOB NO.: 5116627

A P P E A R A N C E S

ON BEHALF OF PLAINTIFF SIETEL SINGH GILL:

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ON BEHALF OF DEFENDANTS NATIONAL FOOTBALL LEAGUE,
NATIONAL FOOTBALL LEAGUE ENTERPRISES, LLC, AND MAX
BOIGON:

THOMAS A. LEGHORN, ESQUIRE (by videoconference)
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A P P E A R A N C E S (Cont'd)

ON BEHALF OF DEFENDANTS NATIONAL FOOTBALL LEAGUE:

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National Football League

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ALSO PRESENT:

Jasper Eagleton, Paralegal for Kronenberger

Rosenfeld LLP (by videoconference)

I N D E X

EXAMINATION:

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By Mr. Kronenberger

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E X H I B I T S

NO.

DESCRIPTION

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(Exhibits attached.)

P R O C E E D I N G S

THE REPORTER: Good morning. My name is Molly McColm; I am the reporter assigned by Veritext to take the record of this proceeding. We are now on the record at 9:06 a.m.

This is the deposition of Max Boigon taken in the matter of Sietel Singh Gill vs. National Football League and NFL Enterprises, LLC on Friday, March 4, 2022, remotely via Zoom.

I am a notary authorized to take acknowledgements and administer oaths in California. Parties agree that I will swear in the witness remotely, outside of his presence.

Additionally, absent an objection on the record before the witness is sworn, all parties and the witness understand and agree that any certified transcript produced from the recording virtually of this proceeding:

- is intended for all uses permitted under applicable procedural and evidentiary rules and laws in the same manner as a deposition recorded by stenographic means; and
- shall constitute written stipulation of such.

1 At this time will everyone in attendance
2 please identify yourself for the record, beginning the
3 noticing attorney.

4 MR. KRONENBERGER: Good morning. My name
5 is Karl Kronenberger with the law firm Kronenberger
6 Rosenfeld, and I represent the plaintiff.

7 MR. LEGHORN: Thomas Leghorn, good
8 morning, from the firm of London Fischer LLP, and
9 representing the National Football League and National
10 Football League Enterprises, as well as the witness, Max
11 Boigon.

12 MR. BUCHWALD: Morning, Michael Buchwald
13 from the National Football League.

14 MR. BOIGON: Good morning. Max Boigon
15 from the National Football League.

16 MR. EAGLETON: Good morning, I'm Jasper
17 Eagleton. I'm a paralegal with Kronenberger Rosenfeld.

18 THE REPORTER: Thank you.

19 Hearing no objection, I will now swear in
20 the witness.

21 Please raise your right hand.

22 //

23 //

24 //

25 //

1 WHEREUPON,

2 MAX BOIGON,

3 called as a witness, and having been first duly sworn to
4 tell the truth, the whole truth and nothing but the
5 truth, was examined and testified as follows:

6 THE REPORTER: Thank you.

7 Counsel, you may proceed.

8 EXAMINATION

9 BY MR. KRONENBERGER:

10 Q Good morning, Mr. Boigon.

11 A Good morning.

12 Q I'm going to just start off with some basics.
13 Who is your employer?

14 A National Football League International.

15 Q And how long have you worked for -- I'm going
16 to call it NFLI, is that fine?

17 A That's great.

18 Q So how long have you worked for NFLI?

19 A Approximately four years.

20 Q And what is your title?

21 A I am the senior director of direct to
22 consumer.

23 Q Have you held any other titles during the four
24 years you've worked for NFLI?

25 A Yes.

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1 Q What were those titles?

2 A Director of subscription products.

3 Q Is that the only other title?

4 A Yes.

5 Q So when you started with NFLI you were
6 director of subscription products?

7 A Yes.

8 Q Who was your employer prior you to joining
9 NFLI?

10 A National Football League Enterprises.

11 Q How long did you work for I'm going to call it
12 NFLE?

13 A Approximately two years.

14 Q And what was your title at NFLE?

15 A Head of product marketing.

16 Q Did you hold any other titles there?

17 A No.

18 Q Prior to your employment with NFLE, who was
19 your employer?

20 A Advanced Sports Media Group.

21 Q And how long did you work for Advanced Sports
22 Media Group?

23 A Approximately ten and a half years.

24 Q What was your role with that company?

25 A I was the COO and Co-Founder.

1 Q What did that company do?

2 A Predominantly offered sport subscription
3 products in the high school and college space.

4 Q Have you ever been deposed before?

5 A No.

6 Q I failed to mention this at the beginning, and
7 I think you're doing a good job with this already, but,
8 you know, try to have verbal answers as opposed to head
9 nodding or anything else nonverbal. I also failed to
10 mention that we're going to take some breaks today, even
11 though I don't think this is going to go all day. And
12 if you do need a break, you can let us know. I just ask
13 that you do not ask for a break while a question is
14 pending.

15 So back to the questions. I would like to get
16 a brief general understanding of the two organizations,
17 NFLI and NFLE. So I'm going to ask you a few questions
18 about that. How would you describe NFLE and what NFLE
19 is in relationship to the overall corporate structure of
20 the NFL?

21 MR. LEGHORN: Hey Karl, now as opposed to
22 any time in the past?

23 MR. KRONENBERGER: Good qualification.

24 BY MR. KRONENBERGER:

25 Q While you were an employee of both NFLE and

1 then later NFLI, what has the role been of NFLE?

2 A Predominantly overseeing the domestic elements
3 of the NFL operation.

4 Q Would that include subscription products?

5 A Yeah.

6 Q And just flipping now to NFLI, what is the
7 role of NFLI during this period of time when you were
8 working for both organizations?

9 MR. LEGHORN: Objection.

10 A I've never worked for both organizations, I've
11 always -- I've worked for NFLE and then I worked for
12 NFLI.

13 Q Well, during that period of six years -- I see
14 your point. You weren't working concurrently for these
15 two organizations. But during that six-year period,
16 what has been the role of NFLI?

17 A To look after the international operations of
18 the NFL business.

19 Q And that would include subscription sales?

20 A Yes.

21 Q Regarding your time at NFLI, what has been
22 your role concerning the selection and management of
23 vendors who would assist NFLI with subscription
24 products?

25 MR. LEGHORN: Objection.

1 A During my time at NFLI, we have not had any
2 direct vendors. We only work with our licensees of
3 subscription products.

4 Q Would you call Neulion a licensee?

5 MR. LEGHORN: Objection.

6 A No.

7 Q I guess Neulion was a vendor of NFLE, correct?

8 A Prior to 2017, yes.

9 Q Okay. Why don't we back up and talk about the
10 relationship between NFLE and Neulion? So due to your
11 experience with NFLE, I'm assuming your familiar with a
12 company called Neulion?

13 A Yes.

14 Q What did Neulion do?

15 A Neulion, prior to 2017, provided the Game Pass
16 international product solution.

17 Q Now, the relationship with Neulion was with
18 NFLE, correct?

19 A Yes.

20 Q However, the subscription product included
21 international users?

22 A Yes.

23 Q Why wouldn't NFLI have contracted with Neulion
24 to provide subscription products the international
25 users?

1 A Neulion utilized the same platform to host the
2 domestic subscription product.

3 Q What was your role during your time at NFLE
4 regarding Neulion? In the overall relationship with
5 Neulion?

6 A I was aware of the relationship, but it was
7 not my direct responsibility.

8 Q So I'd like to go back to NFLI. When did
9 those subscription sales to international users migrate
10 over from Neulion and NFLE to licensees of NFLI?

11 A Between 2016 and 2017.

12 Q What was the purpose of that business decision
13 to migrate subscription sales from Neulion and NFLE to
14 NFLI and its licensees?

15 A I'm not sure. I was not -- not privy to that.

16 Q Well what was your role in the decision making
17 of NFLI in developing the relationship with Overtier?

18 A Sorry, I -- I don't understand the question.

19 Q Yeah. So did you have a role NFLI's decision
20 to enter into an agreement with Overtier?

21 A Not initially, in 2017, no.

22 Q Did eventually you have some sort of role in
23 that relationship?

24 A Yes, when we consolidated in 2019.

25 Q What do you mean when you say consolidated?

1 A The licensee in 2017 was Perform. And then we
2 transitioned from Perform to Overtier between 2018 and
3 2019.

4 Q Regarding the company Perform, did Perform
5 ever appear in any terms of service or any other
6 agreement between consumers and NFLI?

7 A Sorry, can you ask the question again?

8 Q Yes. Did the company Perform Media, the name
9 of the company, did it ever appear as a party to or
10 referenced in any agreement with consumers concerning
11 subscription products with the NFL?

12 A Not to my knowledge.

13 Q However, later Overtier which you describe as
14 a licensee did appear in terms of service and so-called
15 agreements between customers or with customers regarding
16 NFL subscription products, correct?

17 A Sorry, can you ask the question again?

18 Q Yes, but Overtier and the name Overtier did
19 appear in terms of service and agreements, so to speak,
20 between Overtier and customers regarding NFL
21 subscription products, correct?

22 A Yes.

23 Q So my question is why would Overtier have a
24 direct relationship with customers regarding
25 subscription products, but Perform Media not have a

1 direct relationship with customers?

2 MR. LEGHORN: Objection.

3 A Perform failed to provide updated terms of
4 service when they were the licensee in 2017, but
5 Overtier held up to that obligation.

6 Q So was there ever any agreements -- or I
7 should say were there ever any agreements between
8 Perform Media and consumers directly?

9 A Not to my knowledge.

10 Q In the agreement between NFLI and Overtier, it
11 references a new company called NewCo, or a company to
12 be formed called NewCo. Are you familiar with that?

13 A Yep.

14 Q Why is it that the contract contains
15 references to NewCo?

16 A I don't believe Overtier had a name at the
17 time.

18 Q Bear with me. I'm just going to introduce an
19 exhibit, Exhibit B.

20 (Exhibit B was marked for
21 identification.)

22 MR. KRONENBERGER: Jasper, will you
23 refresh and show this exhibit on the screen?

24 MR. EAGLETON: I'm refreshing now, just
25 one moment.

1 MR. LEGHORN: And Karl, while he does
2 that, we looked at Exhibit A which was the Notice when
3 we were off the record. Do you want to get that out of
4 the way at some point?

5 MR. KRONENBERGER: That's at that good
6 point. I can get to that in a moment. Thank you, Tom.
7 BY MR. KRONENBERGER:

8 Q So I've introduced a document that's labeled
9 as Exhibit B. Mr. Boigon, do you recognize this
10 document?

11 A Yes.

12 Q And we were just talking about a reference to
13 the word NewCo in this agreement. And on this first
14 page, you can see that reference or references to NewCo,
15 correct?

16 A Yes.

17 Q Will you explain the timeline of this
18 agreement which appears to be an amended agreement?

19 MR. LEGHORN: Are you able to make it
20 larger?

21 THE WITNESS: Sorry, what was the
22 question, Karl?

23 BY MR. KRONENBERGER:

24 Q The question is that I'm trying to understand
25 the timeline here. It looks like there was an initial

1 agreement entered in 2017 with NewCo. And there's an
2 amendment that references Overtier, but it's unclear why
3 Overtier wasn't mentioned back in 2017. So what I
4 wanted to get is an explanation for why the contract
5 initially was referencing NewCo?

6 A Oh, I -- I'm not aware. I was not part of the
7 original 2017 agreement.

8 Q But you do know that -- I think this is what
9 you said, that Overtier had not been formed at that
10 time?

11 MR. LEGHORN: Objection.

12 A Overtier did not have a name, I believe, in
13 2017 when they initially did the agreement. But I'm not
14 aware.

15 Q Is it possible that the NFL did not know what
16 company it was going to engage with at the time it
17 created the NewCo agreement?

18 MR. LEGHORN: Objection.

19 A I -- I don't know.

20 MR. KRONENBERGER: We can remove the
21 screen share.

22 BY MR. KRONENBERGER:

23 Q What is the advantage of the NFL having a
24 licensing relationship with Overtier as opposed to
25 another NFL entity having a vendor relationship with,

1 say, Neulion?

2 MR. LEGHORN: Objection.

3 A Unclear. I was not part of the decision-
4 making process.

5 Q So you don't have any thoughts at all about
6 the business purpose of a licensing relationship as
7 opposed to a vendor relationship?

8 A No.

9 Q But in retrospect, do you feel like there are
10 advantages to NFLI to having a licensing relationship
11 right now as opposed to a vendor relationship?

12 A I don't know.

13 Q Are there some things that the NFL and
14 Overtier can do due to the current relationship that
15 they may not be able to do if it were a vendor
16 relationship?

17 A I would say it would be NFLI and Overtier, and
18 I don't know.

19 Q Do you know if Overtier runs any gambling or
20 gaming advertising around NFL content streams
21 internationally?

22 A Advertising, no, I don't believe so.

23 Q Does the NFL have any ownership interest in
24 Overtier?

25 A No.

1 Q Does the NFL have any corporate control over
2 Overtier?

3 A No.

4 MR. LEGHORN: Objection.

5 BY MR. KRONENBERGER:

6 Q Does the NFL have any board seats or control
7 any board seats with Overtier?

8 A Not to my knowledge.

9 Q Are you familiar with the name Rover Europe
10 Operations?

11 A No.

12 MR. KRONENBERGER: If we could do to
13 screen share again with the contract? Scroll please.
14 Keep going. Okay. Right there. Actually
15 keep -- sorry. Stop there.

16 BY MR. KRONENBERGER:

17 Q Are you aware of the reasons for redactions in
18 this agreement?

19 A I believe it's commercially sensitive.

20 MR. KRONENBERGER: You can keep
21 scrolling. Just coming to the next redaction
22 that -- okay, right there.

23 BY MR. KRONENBERGER:

24 Q So for these redactions, we're looking at the
25 contract and the section is called Content Distribution

1 Obligations. Do you know the reasons for these
2 redactions?

3 A I do not.

4 Q Who was it that redacted these provisions?

5 A I believe it was NFL internal and external
6 counsel.

7 Q Bear with me.

8 MR. KRONENBERGER: If you could scroll to
9 page 10 of the document. Okay. Right here.

10 BY MR. KRONENBERGER:

11 Q Operating profit. Are you aware of how
12 operating profit is defined in this agreement?

13 A I'm not, no.

14 Q Do you know the reason for this particular
15 redaction on operating profit?

16 A I imagine it's commercially sensitive.

17 Q I'm not going to go through all the redactions
18 here, I don't think, but maybe I can sort of short
19 circuit this with a question. Are you aware of any of
20 the reasons for any of the redactions in this document
21 other than that you just said? I think you mentioned
22 sensitive business information.

23 A No.

24 MR. KRONENBERGER: We can stop the
25 exhibit share.

1 BY MR. KRONENBERGER:

2 Q What is the role of Deltatre in the agreement
3 between NFLI and Overtier?

4 A I believe it's pronounced "delta-tray".

5 Q Thank you. Thank you.

6 A For the record. Sorry, can you ask the
7 question again?

8 Q Yes. What is the role of Deltatre in the
9 relationship between NFLI and Overtier?

10 A They have no direct relationship with the
11 NFLI. They were a vendor of our licensee, Overtier.

12 Q So what does Deltatre do?

13 A They provide the product solution on behalf of
14 our licensee, Overtier.

15 Q Does Deltatre enter any agreements directly
16 with consumers?

17 A I don't know, you would need to discuss with
18 Overtier, our licensee.

19 Q Is the -- strike that. Has the agreement
20 between NFLI and Overtier been terminated?

21 A Not to my knowledge.

22 Q So as of today, it's an active agreement that
23 has not been terminated?

24 A Yes.

25 Q I'd like to ask some questions about the

1 beginning of the relationship between NFLI and Overtier.

2 A At what point in time?

3 Q Well, let's go back to as early as we can
4 which it looks like it was, I think you said 2018 to
5 2019, when the relationship was developed.

6 A No, NFL contracted initially with Overtier in
7 2017, I think between the 2016 and 2017 season. But I
8 did not personally start working with Overtier until I
9 believe it was March of 2018.

10 Q Do you know when the baton was passed, so to
11 speak, between Neulion and Overtier?

12 MR. LEGHORN: Objection.

13 A I'm sorry. When?

14 Q Yeah, so I won't use these stupid metaphors
15 anymore. So regarding the provision of subscription
16 products to international users, when did operations
17 transition from Neulion to Overtier?

18 MR. LEGHORN: Same objection.

19 A Sorry, I don't know if I understand the
20 question. Are you talking about in the -- the market in
21 question, Australia?

22 Q Yes, let's start with Australia.

23 A Perform, our licensee in 2018, worked with
24 Overtier, our licensee for the market, in 2019 between
25 the 2018 and 2019 seasons.

1 Q Thank you for correcting me about the role of
2 Perform versus Neulion. So let me ask it again here,
3 the same question but regarding Perform Media.
4 Regarding the management of the subscription product to
5 international users that Perform Media was handling, do
6 you know when they handed those responsibilities over to
7 Overtier?

8 A Yes.

9 Q Generally when was that?

10 A Perform transitioned to Overtier in Australia
11 between the 2018 and 2019 seasons.

12 Q So that's a fairly long period of time that
13 you've mentioned. Was there a certain point where there
14 was overlap between Perform Media and Overtier regarding
15 responsibilities for implementing and managing the
16 subscription product for Australian users?

17 A I don't know.

18 Q So in 2018, it's possible that Overtier had no
19 role at all in managing the subscription product for
20 Australian users, correct?

21 MR. LEGHORN: Objection.

22 A No.

23 Q Let's dig deeper here into what it means to
24 manage a subscription program. Would you agree that
25 there is a significant amount of data that is comprised

1 of consumer names, addresses, and credit cards and other
2 information about consumers, would you agree that that's
3 an aspect of a subscription service?

4 MR. LEGHORN: Objection.

5 A Sorry, can you ask the question again?

6 Q Just looking at the NFL subscription service
7 and we can even dig down deep and go right to the
8 subscription service as it relates to Australia. Would
9 you agree that as part of managing this subscription
10 service, the company managing it has to deal with all
11 the consumer data that involves contact information,
12 credit card numbers.

13 A So it's not the NFL subscription product, it's
14 licensed out to, in this case, Perform and Overtier.
15 They -- there is data, but I don't believe they keep
16 certain types of data that pertain to payment
17 processing.

18 Q So we can put payment processing data aside
19 for a bit. But you're going to have information
20 regarding name, address, and e-mail at minimum, correct?

21 A Yes.

22 Q And Perform Media had custody and control of
23 this data while they were managing the subscription
24 product for Australian users, correct?

25 MR. LEGHORN: Objection.

1 A No. Perform, who is the licensee, worked with
2 Neulion, who is their vendor, at the time on data.

3 Q But even though Perform was using Neulion,
4 they controlled the relationship with Neulion, correct?

5 MR. LEGHORN: Objection.

6 A At what point in time? Sorry.

7 Q In the short period of time that Perform Media
8 was a licensee?

9 A Yes, they had the relationship with Neulion.

10 Q However, I believe that the contract with
11 Neulion was between NFLE and Neulion, correct?

12 MR. LEGHORN: Objection.

13 A Only prior to the 2017 season.

14 Q So after the 2017 season, Perform Media
15 entered a contract with Neulion?

16 A To my knowledge, yes.

17 Q So Perform Media was acting as a licensee and
18 managing the subscription NFL product for users in
19 Australia using Neulion and at a certain point, those
20 operations were transitioned over to another company
21 called Overtier; is that correct?

22 A Yes.

23 Q Were you in your role with NFLI at the time of
24 that transition?

25 A Yes.

1 Q So what was your role in that transition of
2 subscription operations from Perform Media over to
3 Overtier?

4 A Just being the NFL representative and making
5 sure the brand was being represented.

6 Q Did you play any role in the migration of data
7 from Neulion to Overtier?

8 A No.

9 Q Do you know what Overtier's vendor was? Who
10 was going to handle the data of all the consumers,
11 specifically Australian consumers?

12 A Overtier works with Deltatre.

13 Q Do you know if Overtier or Deltatre used a
14 company called Zuora, spelled Z-U-O-R-A, in order to
15 manage the subscription product to international users?

16 A I believe Overtier uses Zuora for payment
17 processing.

18 Q Regarding Perform Media and terms of service
19 with consumers, I believe you testified that they never
20 actually entered into agreement with consumers. Do you
21 know if there were any draft terms of service where they
22 were preparing to enter agreements directly with
23 consumers?

24 MR. LEGHORN: Objection.

25 A I don't know.

1 Q Do you know why they didn't enter into
2 agreements directly with consumers?

3 MR. LEGHORN: Objection.

4 A I don't know. No.

5 Q Did NFLI and the NFL organization get
6 permission from consumers to transfer data, personal
7 information data to Perform Media?

8 A Sorry, can you ask the question again?

9 Q Yes. This is building on some prior testimony
10 about how Perform data through vendor Neulion was
11 managing the subscription sales product and you
12 characterized Perform as a licensee at that point. The
13 question is did the NFL, any NFL entity get the
14 permission of consumers, specifically Australian
15 consumers, to transfer data from the NFL to Perform
16 Media? And when I say data, I mean personal information
17 of the consumers?

18 MR. LEGHORN: Objection.

19 A I -- I would defer to our license agreement
20 between the NFL and Perform Media.

21 Q Okay. Does the NFL take the position that at
22 any point Mr. Gill had an agreement with Perform Media?

23 MR. LEGHORN: Objection.

24 A Sorry, can you ask the question again?

25 Q Yes. Did Mr. Gill, the plaintiff in this

1 case, at any point have any agreement, for example, an
2 agreement through -- an agreement to terms of service
3 with Perform media?

4 MR. LEGHORN: Objection.

5 A Not to my knowledge.

6 Q So at the time Perform Media was, as you call
7 it, a licensee. The agreement between Mr. Gill
8 was -- let me restate that. At the time Perform Media
9 was performing as what you call the licensee for NFLI in
10 managing the subscription programming, including the
11 subscription program for Australian consumers, the only
12 agreement that Mr. Gill had with any entity at that
13 point was the NFL, correct?

14 MR. LEGHORN: Objection.

15 A Prior to the 2019 season, I believe Mr. Gill
16 had seasonal agreements with the NFL.

17 Q So even though the NFL was using Perform Media
18 as a so-called licensee, the NFL was the one that was
19 contracting with Mr. Gill, correct?

20 MR. LEGHORN: Objection.

21 A No.

22 Q Well, who was Mr. Gill contracting with?

23 A The terms of service for the product prior to
24 2019 were NFL International terms of service.

25 Q Yes. So at the time of the Perform Media

1 deal, when Perform Media was managing the subscription
2 product, the contract the Mr. Gill had was with NFLI and
3 not with Perform Media, correct?

4 MR. LEGHORN: Objection.

5 A When Perform was the licensee of the business
6 between 2017 and 2018, the terms of service were those
7 of NFLI.

8 Q So I just want to make sure that I'm not
9 missing any part of this series of contracts. And
10 that's why I'm asking this question. So the NFL is not
11 taking the position that somehow Mr. Gill had a contract
12 with Perform Media, correct?

13 MR. LEGHORN: You know, Karl, this goes
14 beyond the scope of this. We certainly are taking that
15 position from a legal position and, you know, Max is
16 here as a witness as to what are the documents that
17 existed whatever, but yes. That is our position.

18 MR. KRONENBERGER: Okay. I'll move on
19 from this.

20 BY MR. KRONENBERGER:

21 Q I'm going to bring up another exhibit. Bear
22 with me. If we could start with Exhibit A. It's
23 something that I entered as an Exhibit, but I haven't
24 shown on the screen yet.

25 MR. KRONENBERGER: So if we could bring

1 Exhibit A onto the screen, please.

2 (Exhibit A was marked for
3 identification.)

4 BY MR. KRONENBERGER:

5 Q Mr. Boigon, have you seen this document? I
6 know you're only seeing the first -- maybe we can scroll
7 through the end of the first page. See if you recognize
8 it. We can go ahead and keep scrolling.

9 Okay. We can stop here.

10 Mr. Boigon, do you recognize this document?

11 A I do.

12 Q And what is this document? Or maybe I could
13 say, do you agree it's the Amended Notice of Deposition
14 for today's deposition?

15 MR. LEGHORN: And Karl, I'll just have to
16 say, I did not give Mr. Boigon the amended one since all
17 you did was put the date and time in it. But he has
18 seen the original one which has these same deposition
19 topics.

20 MR. KRONENBERGER: Okay. Thank you for
21 that clarification.

22 BY MR. KRONENBERGER:

23 Q Regarding these deposition topics, I'm
24 assuming, Mr. Boigon, these are familiar to you? The
25 ones up on the screen?

1 A Yes.

2 Q And you've read through these?

3 A Yes.

4 Q And have you prepared on each of these topics?

5 A Yes.

6 Q Okay. I'll come back to this later. So let's
7 move on to the next exhibit which will be Exhibit C.

8 (Exhibit C was marked for
9 identification.)

10 So I am going to ask you a series of questions
11 about the overall timeline of the relationship between
12 Mr. Gill and Overtier. And I'm going to present a
13 number of documents, you've probably seen most if not
14 all of them, to you and I'm going to ask you some
15 questions about them.

16 This is a document that is on the screen now
17 that has been produced to us by your counsel.

18 MR. KRONENBERGER: And if we could just
19 scroll to the bottom of this page just so Mr. Boigon can
20 see what it looks like. It's Bate's number DEF167.
21 Unfortunately the exhibit tab is over the Bate's number.
22 We can scroll back to the top.

23 BY MR. KRONENBERGER:

24 Q Do you recognize this page, Mr. Boigon?

25 A No.

1 MR. KRONENBERGER: Scroll to the top,
2 please.

3 BY MR. KRONENBERGER:

4 Q Do you know who, just looking at that e-mail
5 address, Alessio Soncin is?

6 A No.

7 Q It does appear that they're associated with
8 Deltatre, correct?

9 A Yes.

10 Q And I'm just saying that because there's a
11 Deltatre e-mail address. Do you have any idea why this
12 database record would have been created back in
13 May -- actually May 28, 2019?

14 MR. LEGHORN: Objection.

15 A No.

16 Q At this point Deltatre was likely working with
17 Overtier; is that correct?

18 A In Australia?

19 Q Most likely because Mr. Gill was in Australia?

20 A So -- sorry, what's the question?

21 Q Yeah. So I'm asking why would Deltatre have
22 Mr. Gill's personal information?

23 A You would need to ask Overtier.

24 MR. KRONENBERGER: Scroll to the bottom
25 part of this page.

1 BY MR. KRONENBERGER:

2 Q You agree that this appears to be information
3 to implement a subscription program where Mr. Gill would
4 make payments on the NFL's subscription product?

5 MR. LEGHORN: Objection.

6 A Sorry, can you ask the questions again?

7 Q Would you agree that the bottom part of this
8 page contains information about Mr. Gill that would be
9 used to implement the subscription program that he was
10 in regarding the Game Pass product?

11 A You would need to ask our licensee Overtier.

12 Q Do you know how Overtier would have obtained
13 the credit card information for Mr. Gill?

14 A I do not.

15 Q Would it be fair to say that it was probably
16 handed over by Neulion?

17 MR. LEGHORN: Objection.

18 A You need to ask Overtier.

19 Q Okay. At the top of the page, we've got
20 May 28, 2019. So I'm going to go to the next page and
21 the top of this page, there's another e-mail address of
22 someone at the company Zuora, correct?

23 A Yes, it looks like a Zuora e-mail address on
24 the screen.

25 Q And would you agree that this is some sort of

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1 database record that looks to be created by someone at
2 Zuora?

3 MR. LEGHORN: Objection.

4 A You would need to ask our licensee, Overtier.

5 Q Yeah, but this record was produced by the NFL.
6 Would you agree with that?

7 MR. LEGHORN: Objection. Does it show
8 the Bate's number?

9 MR. KRONENBERGER: Could we scroll down a
10 bit?

11 BY MR. KRONENBERGER:

12 Q Would you agree?

13 A I defer to my counsel around what was
14 disclosed and what was not.

15 Q I can tell you that we obtained this from a
16 production from the NFL. And all of the NFL productions
17 are Bate's labeled with this same number or tag that
18 starts with DEF. Just as background and how I got this
19 document.

20 MR. LEGHORN: Right, but it may very well
21 have been through our efforts in a friendly reach out to
22 Overtier or Deltatre to assist in getting you what you
23 needed. Not necessarily from something from the
24 witness's custody.

25 MR. KRONENBERGER: I see. Noted.

1 BY MR. KRONENBERGER:

2 Q Mr. Boigon, just going back to your prior
3 comment about Zuora, I think you said that Zuora helps
4 manage subscription products for companies?

5 A I did not say that.

6 Q I may have butchered what you said. What was
7 your description of what you believe Zuora did?

8 A I did not describe Zuora.

9 Q Okay. Do you know what the company Zuora is?

10 A I know of them, yes.

11 Q And what do you know of them?

12 A I know they are a vendor of our licensee
13 Overtier that manages payments for Overtier.

14 Q Manages payments. Thank you. So if Zuora is
15 managing payments for Overtier, this document would
16 reflect that Zuora created some record on June 13, 2019,
17 about Mr. Gill, correct?

18 MR. LEGHORN: Objection.

19 A You would need to ask our licensee, Overtier.

20 Q Okay.

21 MR. KRONENBERGER: Okay. We can remove
22 this exhibit from the screen. And I have put another, a
23 new exhibit, Exhibit D into the folder which can be
24 displayed on the screen.

25 //

1 (Exhibit D was marked for
2 identification.)

3 BY MR. KRONENBERGER:

4 Q There's not going to be an exhibit tag on this
5 because it's an excel spreadsheet, but it will be
6 labeled as Exhibit D in the file name.

7 Mr. Boigon, I know this just looks like a
8 screen with a bunch of data on it and hard to identify,
9 but have you seen this document before?

10 A No.

11 Q And I'm going to represent to you that our law
12 firm obtain this document from your counsel from a
13 production in the NFL. Do you see the two tabs at the
14 bottom of the spreadsheet?

15 A I do.

16 Q If we could click on the service tab.
17 Do you see the column headings which on the
18 far right involve date sent, first opened, and date last
19 opened?

20 A Yep.

21 Q Does this refresh your recollection at all
22 about what this document may be?

23 A No.

24 Q I'm going to submit to you that my
25 understanding of it is that these are e-mails that were

1 sent to Mr. Gill and reflecting when they were sent,
2 when they were opened, with URLs that have the content
3 of the e-mail. Again, I'm not sure if that refreshes
4 your recollection at all. Does that trigger anything
5 with you?

6 A No.

7 Q If we could scroll to the left. So I'm going
8 to make that assumption that these were e-mails that
9 were sent to Mr. Gill. And I'm going to show you one by
10 one the documents that are reflected in columns 2
11 through 15. And I'm going to put them in chronological
12 order according to date sent, which we have this data
13 here. But before I did that, I wanted you to see what I
14 was doing to minimize questions about it. So if you
15 don't have any more questions about this spreadsheet, we
16 can remove this spreadsheet from the screen and we can
17 go back to Exhibit C.

18 MR. KRONENBERGER: If we could go to the
19 third page of this PDF. Okay. That's good.

20 BY MR. KRONENBERGER:

21 Q So I represent to you that this is from an
22 e-mail that was sent on June 19, 2019, according to the
23 spread sheet.

24 MR. KRONENBERGER: If you could scroll to
25 the bottom of this individual page so Mr. Boigon can see

1 that this is Bate's labeled -- this is from the NFL.
2 You can scroll back to the top.

3 BY MR. KRONENBERGER:

4 A Have you ever seen this document before,
5 Mr. Boigon?

6 A No.

7 Q As I mentioned, this is the media that was
8 referenced on an e-mail that was sent to Mr. Gill on
9 June 19, 2019. And so my question to you is -- well
10 first, why don't you read to yourself the first sentence
11 beginning with, As all 32 teams.

12 A Okay.

13 Q In this sentence it says, we wanted to share
14 an update. And the question is, who is we?

15 MR. LEGHORN: Object.

16 A I don't know.

17 Q In the next paragraph that starts with, This
18 offseason, we're updating our service provider. Who is
19 we're -- W-E-'-R-E?

20 A I don't know.

21 Q Regarding this comment, we're updating our
22 service provider, do you know what that is referring to?

23 A No.

24 Q Again, this e-mail was sent on June 19, 2019,
25 does that give you any hint about what this new service

1 provider could be?

2 A I -- I don't know to whom this was sent, when
3 it was sent, where it was sent. But Overtier did become
4 our service -- our licensee, rather, for the 2019 season
5 in Australia.

6 Q And I can represent to you that the way I got
7 this is I looked at the e-mail that was sent to Mr. Gill
8 on June 19, 2019. I clicked on the media. I noticed
9 that it was identical to it was something that was
10 already Bate's numbered so I provided this document
11 here. So that, again, I'm saying that this is the
12 content of an e-mail. And pretty much everything that
13 I'm going to be showing to you in the next few minutes,
14 it's going to be -- they're going to be e-mails to
15 Mr. Gill.

16 MR. KRONENBERGER: If we could go down to
17 the paragraph that starts with, Updated apps. Yeah.
18 There we go.

19 BY MR. KRONENBERGER:

20 Q This, if you could just peruse this to
21 yourself and then I can ask you a question about it.

22 A Okay.

23 Q I just want to ask you about those dates,
24 July 1, 2019, and July 25, 2019. What was happening on
25 those dates that caused the NFL to send this out in a

1 message to users?

2 MR. LEGHORN: Objection.

3 A NFL did not send this e-mail.

4 Q Okay. I should say that the reason I'm asking
5 you about this is because in the NFL's responses in its
6 interrogatories, it explained that the evidence about
7 the contract that Mr. Gill entered into supposedly with
8 Overtier was reflected in a number of documents. This
9 is one of those documents.

10 So I hear you when you say that the NFL didn't
11 send this, but that's not the point of my question. So
12 because this is evidence of the contract that may or may
13 not exist between Overtier and Mr. Gill, that's why I'm
14 asking you. So given that explanation from me, do you
15 know what the significance of these two dates are?
16 July 1, 2019, and July 25, 2019?

17 A No.

18 MR. KRONENBERGER: We can move down
19 to -- keep moving, keep going. Right there. Okay.

20 BY MR. KRONENBERGER:

21 Q So this is the next e-mail, from that list
22 from the spread sheet, this is Bate's numbered DEF196.
23 This was sent to Mr. Gill on June 1, 2019 -- I
24 apologize. July 1, 2019, according to this spreadsheet.
25 Have you ever seen this e-mail before?

1 A No.

2 Q Would you read to yourself the first
3 paragraph?

4 A Okay.

5 Q The second sentence says that we're updating
6 our service provider as part of our commitment to
7 providing a premium NFL experience. Do you know -- and
8 this e-mail's sent July 1, 2019, what the service
9 provider is that's referenced in this e-mail?

10 A We did not send this e-mail. You would need
11 to speak to our licensee, Overtier, who was responsible
12 for these e-mails.

13 Q Would you then admit that -- I guess if you're
14 not prepared to testify about these documents, that they
15 did not play a part in any potential agreement between
16 Mr. Gill and Overtier?

17 MR. LEGHORN: Objection.

18 A You would need to speak to our licensee,
19 Overtier, who were the licensees in 2019, for the 2019
20 season.

21 Q I hear you that that -- that we could talk to
22 them. I understand that. However, there is a
23 deposition topic here that says communications with
24 plaintiff. That you would be prepared to discuss
25 communications with Mr. Gill and the NFL, NFLI, NFLE

1 and/or Overtier. So I'm not -- I feel like this is a
2 reasonable question and I don't want to put you in an
3 awkward spot, but we sort of need answers to these
4 questions. Especially because your attorneys have said
5 that this document is relevant on the
6 formation -- contract. On top of that, it's
7 communications with Overtier and that's part of this
8 deposition.

9 MR. LEGHORN: And -- I didn't mean to cut
10 you off, Karl. Are you done?

11 MR. KRONENBERGER: No, I'm done. Go
12 ahead.

13 MR. LEGHORN: Okay. We're well aware of,
14 you know, item 5 and this witness is well prepared to
15 testify as to any communications that the NFL had with,
16 you know, plaintiff, Mr. Gill, or that the NFL or those
17 entities there had with Deltatre, Neulion, or Overtier.
18 But we cannot create knowledge as to what went on
19 between Mr. Gill and Overtier/Deltatre. And so I think
20 that's where you're coming up against the wall here.

21 MR. KRONENBERGER: Okay. I think what
22 I'm hearing is that the witness is able to testify about
23 communications between any NFL entity and Mr. Gill, but
24 he's not able to testify between other entities, like
25 Overtier and Mr. Gill.

1 MR. LEGHORN: I think that's accurate.

2 MR. KRONENBERGER: You sort of put us in
3 an awkward position though, because the interrogatory
4 responses refer to this, this document.

5 MR. LEGHORN: No, it does because, you
6 know, it's, you know, your lawsuit is -- let me come at
7 a different way. Our position has remained and always
8 will remain that the contractual relationships, whether
9 they were with Perform or then with Overtier were
10 created between your client and them. And what we've
11 done to try to move the ball along is locate as much as
12 we can to demonstrate that. Be it from our documents or
13 otherwise and that's what we have here. But, you know,
14 I can't do a Vulcan mind meld to Mr. Boigon here of, you
15 know, Deltatre, Overtier into him. I don't even have
16 that.

17 BY MR. KRONENBERGER:

18 Q So in this second sentence it says, As a
19 reminder from our previous e-mail we're updating. Could
20 you -- I may have asked this question before, I
21 apologize if it's the second time, but what does we're
22 refer to?

23 A You would need to speak with Overtier as the
24 ones who sent this e-mail.

25 Q Well, putting aside Overtier, but just your

1 understanding as your role in the NFL and you've seen a
2 bunch of e-mails over the years from NFL and licensees
3 of the NFL, who do you think this refers to?

4 A You would have to ask Overtier. I -- I cannot
5 do a Vulcan mind meld as --

6 Q No, I'm just -- I'm not asking for Vulcan mind
7 melds, I'm just asking for your personal opinion here
8 today?

9 A I don't have one. You would need to ask
10 Overtier.

11 Q You don't have a personal opinion about what
12 the word we're means in this sentence?

13 A No.

14 Q I mean, do you think it like refers to
15 President --

16 A You would have to ask Overtier, Karl. We can
17 keep doing this all day, man. Come on.

18 MR. KRONENBERGER: We can move to the
19 next page. Keep going. Keep going. Right there.

20 BY MR. KRONENBERGER:

21 Q Do you recognize this e-mail which was sent to
22 Mr. Gill on July 16, 2019?

23 A No.

24 Q In the first sentence, do you know who -- what
25 the word we refers to?

1 A I do not.

2 Q There's a date in this first paragraph of
3 July 25, 2019. Do you know why -- date is listed in
4 this e-mail?

5 A You need to speak with Overtier. I don't.

6 Q Do you know when the agreement between
7 Mr. Gill and the NFL ended?

8 MR. LEGHORN: Objection. What agreement
9 are you talking about?

10 BY MR. KRONENBERGER:

11 Q Let me rephrase it. Mr. Boigon, you admit
12 that before Overtier, the NFL's position is that
13 Mr. Gill had a contractual relationship with an NFL
14 entity, correct?

15 A Sorry, can you ask the question again?

16 Q Yes. When Mr. Gill signed up in 2013, he
17 entered into a contractual relationship with an NFL
18 entity, correct?

19 A For the 2013/2014 season. Just for this
20 single season.

21 Q Yes. And for the year after that, for the
22 2014 season, he had an agreement with an NFL entity,
23 correct?

24 A Yes.

25 Q And the same for the 2015 season?

1 A Yes.

2 Q And the same for the 2016 season?

3 A Yes.

4 Q And the same for the 2017 season?

5 A Perform was the licensee in 2017, but the
6 terms of service were not updated by Perform.

7 Q So there was still that contractual
8 relationship with an NFL entity at the time?

9 MR. LEGHORN: Objection.

10 A The terms of service were not updated.

11 Q Okay. And the same for the 2018 season. Is
12 that situation the same where the terms weren't updated,
13 it was still an NFL entity even though Perform was --

14 A Perform was licensee and the terms of service
15 were not updated by Perform.

16 Q So at what point did any version of terms that
17 referenced an NFL entity where Mr. Gill was operating
18 under, at what point did that agreement end?

19 MR. LEGHORN: Objection.

20 A I don't know the date. But Overtier was the
21 licensee for the 2019 season.

22 Q Do you think that date could have been
23 July 25, 2019?

24 A You would need to ask Overtier.

25 Q Well, this is the question about the NFL and

1 their relationship with Mr. Gill, right? Because I'm
2 asking at the end of the relationship is embodied in the
3 terms of service?

4 A I don't know the specific date.

5 Q Okay.

6 MR. LEGHORN: Karl, not to interrupt your
7 flow of questioning, but we've been going about an hour
8 and a half. So when it's appropriate, can you let us
9 know when we can take, like, a five- or ten-minute
10 break?

11 MR. KRONENBERGER: I think it's a good
12 break here. Why don't we go off the screen share and
13 you want to take a ten-minute break or so? Come back at
14 20 till?

15 MR. LEGHORN: Yeah, that'll be perfect.

16 MR. KRONENBERGER: Okay.

17 THE REPORTER: Okay. The time is 10:27
18 a.m. and we are now off the record.

19 (Off the record.)

20 THE REPORTER: The time is 10:40 a.m. and
21 we are back on the record.

22 MR. KRONENBERGER: So I'd like to
23 continue with this chronology of communications to
24 Mr. Gill. So if we could bring that same exhibit back
25 up which I believe is Exhibit C. If we could scroll up

1 just a little bit so we could see the logo at the top.
2 Okay.

3 BY MR. KRONENBERGER:

4 Q As I mentioned right before we took a break,
5 this is an e-mail to Mr. Gill on July 16, 2019, that is
6 obviously communication to him. It is also referenced
7 in responses to interrogatories to the NFL on the topic
8 of the contract that existed between Mr. Gill and
9 Overtier. And so I asked you, Mr. Boigon, about the
10 date July 25, 2019. I'll ask you one more time. Is
11 that date significant in any way to the NFL?

12 A No.

13 Q And I asked about the use of the word we in
14 this e-mail. And do you know who we refers to?

15 A You would need to speak with Overtier who sent
16 this e-mail.

17 Q Is there anything in this e-mail that
18 references Mr. Gill agreeing to new terms of service?

19 A You would need to speak with Overtier who sent
20 this e-mail.

21 Q So it sounds like you really can't testify at
22 all about this e-mail today, correct?

23 A NFL did not send this e-mail, so I cannot
24 speak to its content, purpose, et cetera. You would
25 need to ask our licensee, Overtier.

1 Q We can move on to the next page. Okay. Do
2 you recognize this document?

3 A I do not.

4 Q Okay. I think that I had shown this document
5 to you before, but the reason it's here is that the last
6 e-mail -- actually strike that. Can you testify about
7 this document at all?

8 A I cannot.

9 Q Do you know what contract effective date means
10 in this document?

11 A I do not.

12 Q Keep scrolling. Okay. We can -- let's see,
13 hold one second here. Do you recognize any of these
14 transactions?

15 A I do not.

16 Q And the last line that's visible here,
17 August 2, 2019, it appears that Mr. Gill was charged,
18 his credit card was charged \$274.99 Australian dollars,
19 does that seem accurate to you?

20 A I don't know. I don't -- this is not our
21 document.

22 Q Okay. But this was produced by your counsel;
23 did you know that?

24 A Yes.

25 Q And your counsel has stated that this is the

1 grounds in part for the contract between Mr. Gill and
2 Overtier; do you understand that?

3 A Yes.

4 Q And you're not able to testify about it?

5 A I don't know anything about this document as
6 it's not an NFL document. We didn't produce it. So I
7 can't comment on it.

8 Q It was produced by the NFL --

9 A No, I'm sorry. Like, this is -- this is part
10 of -- this is an Overtier document. Overtier was our
11 licensee so I can't speak to -- I mean, you can ask me a
12 question and I'll tell you this is an Overtier document,
13 who was our licensee in 2019. I -- I am not responsible
14 for this document though. I don't know what anything
15 means on it.

16 Q And I am not alleging that your responsible
17 for the document.

18 A Okay.

19 Q What I'm doing is asking you questions about
20 the document because the NFL has stated that this
21 document is important to the NFL's legal position.

22 A Okay.

23 Q So I'm not trying to -- again, I'm not
24 alleging the NFL created this, I just need to get to the
25 bottom of the NFL's position.

1 Maybe for this document, we could -- if we
2 could just scroll to that last payment, scroll a little
3 bit. Why don't we just note this August 2, 2019, date
4 even though you can't testify about it, I'm just noting
5 it because it's sort of foundation for the next slide,
6 fair enough?

7 A [No audible response.]

8 Q Okay. We can move to the next slide, next
9 page. On here we have the same date, August 2, 2019,
10 payment processed. I'm assuming your position is
11 changed but you're still willing to at least see that
12 date for the foundation for the next question?

13 A Sorry, where?

14 Q Really at the end of e-mail history.

15 A Yep.

16 Q It says, your payment has been successful,
17 August 2, 2019.

18 A Okay.

19 MR. KRONENBERGER: Okay. You can scroll
20 a bit here. Okay, scroll just a little bit more so we
21 can see the first e-mail. Okay. That's it.

22 BY MR. KRONENBERGER:

23 Q This says, copies of e-mails, correct?
24 Mr. Boigon?

25 A At the top of the screen? Yeah.

1 Q Do you know what this is?

2 A I do not.

3 Q Does it appear to be template e-mails that
4 were going on upon payments processed?

5 A You would have to ask our licensee, Overtier.

6 MR. KRONENBERGER: Okay. Continue to
7 scroll. And we can go all the way to the next document.
8 Keep going. Keep going. Okay. Next -- okay. Here we
9 go. Actually, if you could go to the top of that page
10 where it says, Updates to terms and conditions. There
11 we go.

12 BY MR. KRONENBERGER:

13 Q This is from an e-mail that was sent
14 October 29, 2019, a few months after the payment was
15 processed. Are you familiar with this e-mail?

16 A I am not.

17 Q Do you know what it is?

18 A It looks to be a update to terms and
19 conditions.

20 Q Is there any reference to Overtier in this
21 document?

22 MR. LEGHORN: I can't read the bottom
23 part of --

24 THE WITNESS: It looks -- per what's on
25 the screen, it says Overtier operations on the bottom.

1 BY MR. KRONENBERGER:

2 Q Yeah, we're going to zoom -- we're going to
3 make it bigger for you.

4 MR. KRONENBERGER: Okay. Why don't you
5 scroll toward the bottom so the witness can see the full
6 bottom? Okay.

7 BY MR. KRONENBERGER:

8 Q So the question is do you see a reference to
9 Overtier here?

10 A Yes.

11 MR. KRONENBERGER: So let's scroll to the
12 meat of the e-mail. No, just go to the top of the
13 e-mail.

14 MR. LEGHORN: You mean the box in white.

15 BY MR. KRONENBERGER:

16 Q All right. Here we go. This is where I want
17 to be. So in this e-mail where there's a heading that
18 says Updates to Terms and Conditions, there's a white
19 box that contains text, correct?

20 A Yes.

21 Q Is there any reference to the word Overtier in
22 this white box?

23 A No.

24 Q And this e-mail which I mentioned was sent on
25 October 29, 2019, this was after Mr. Gill was charged in

1 August, correct?

2 A You would need to ask Overtier, who sent the
3 e-mail and managed the payment processing.

4 Q Okay. In the second paragraph, do you see the
5 reference to FAQs?

6 A Yep.

7 Q And there's a hyperlink where it says you can
8 learn more on our FAQs here?

9 A It appears there's the hyperlink.

10 Q I can submit to you that there was a hyperlink
11 in the documents that the NFL produced. What I'm going
12 to do is move to the next page which is going to be the
13 content at that hyperlink. Okay. Have you seen this
14 document?

15 A No.

16 Q Will you read to yourself the first two
17 paragraphs and perhaps the first two bullets as well to
18 yourself?

19 A Okay.

20 Q So it appears this is the text from just an
21 FAQ on the NFL website. And the question in the first
22 paragraph, second sentence --

23 A I don't think this was on the NFL website.

24 Q Okay. It appears to me that this
25 was -- actually it may have been NFL Game Pass website.

1 I stand corrected.

2 A Yeah, this is the website operated by our
3 licensee, Overtier.

4 Q In the second sentence in that first
5 paragraph, it says that we're making updates to clarify
6 our terms. What is the word our, O-U-R, referring to?

7 A You would have to ask Overtier.

8 MR. KRONENBERGER: We can move to the
9 next document. Oh, I'm sorry. Sorry about that. I
10 meant the next page. Keep going, yep. Here we go.

11 BY MR. KRONENBERGER:

12 Q So this is an e-mail that was sent on July 1,
13 2020. Scroll just a little bit so that we can see the
14 full logo, just a slight amount. And this was a
15 document produced by the NFL. Do you recognize this
16 document?

17 A No.

18 Q In the first line it says, We're all excited.
19 Do you know what the word we're is referring to?

20 A I do not.

21 Q Can you testify about this document at all?

22 A I can testify that was an e-mail sent by our
23 licensee, Overtier.

24 Q Okay. We can move on to the next page. It
25 starts with, Updates for 2020. One more.

1 This is an e-mail sent on July 9, 2020. Do
2 you recognize this e-mail?

3 A No.

4 Q Scroll to the next page, right there. Is it
5 fair to say you can't really testify anything about this
6 document?

7 A I can testify that this was produced by our
8 licensee, Overtier.

9 Q Scroll to the next page. This is an e-mail
10 sent on July 31, 2020. Would you read the first few
11 sentences of this e-mail?

12 A Okay.

13 Q The second sentence says that we wanted to let
14 you know that your payment details are not up to date.
15 Is it fair to say that Overtier had payment details of
16 Mr. Gill's, but they were not up to date?

17 A You would need to ask Overtier.

18 Q So you can't testify about this e-mail?

19 A I can testify this was an e-mail sent by our
20 licensee, Overtier.

21 Q Scroll to the next page. I think this is an
22 identical e-mail, but it was sent August 3, 2020. I'm
23 assuming your testimony's the same, that you can't
24 testify much about this document.

25 A I can testify that this was an e-mail sent by

1 our licensee, Overtier.

2 Q We can go to the next page. Again, this is
3 going to be an identical document that was sent on
4 August 6, three days later, 2020. Is your testimony the
5 same about this e-mail?

6 A Yes, that this was apparently sent by our
7 licensee, Overtier.

8 Q Okay. We can go to the next page. This is a
9 document that was not in the production, Bate's labeled,
10 but it was listed as a hyperlink. So we clicked on the
11 hyperlink and put a screen shot in here. But this is an
12 e-mail that was sent on August 13, 2020. Do you
13 recognize this e-mail?

14 A No.

15 Q So I'm assuming your testimony's the same, you
16 can't testify about this e-mail?

17 A I can testify that this was likely sent by our
18 licensee, Overtier.

19 Q I got two more. Let's go to the next page.
20 Again, this is another one where it was sent on the
21 August 17, 2020. It wasn't Bate's labeled so we clicked
22 on the link and took a screen shot. Do you recognize
23 this e-mail?

24 A [No audible response.]

25 Q Pardon me? Do you recognize this e-mail?

1 A No.

2 Q And can you testify about this e-mail?

3 A I can testify that this appears to be an
4 e-mail sent by our licensee, Overtier.

5 Q And then I think the last e-mail in this
6 series is the next page. This was sent on June 24,
7 2021. Do you recognize this e-mail?

8 A No.

9 Q And can you testify at all about this e-mail?

10 A I can testify that this appears to be an
11 e-mail sent by our licensee, Overtier.

12 MR. KRONENBERGER: We can stop the screen
13 share.

14 BY MR. KRONENBERGER:

15 Q So I just showed you a series of e-mails that
16 were sent between June 19, 2019, and June 11, 2021, that
17 were communications to Mr. Gill about his subscription
18 for the Game Pass product. I just want to be super
19 clear about this because I think that you had testimony
20 about each individual communication in the series, but I
21 wanted to clarify about the entire group of documents
22 that you're not able to testify about the documents at
23 all except for the fact that they were documents that
24 were allegedly sent by Overtier?

25 A They appear to be documents that were sent by

1 our licensee, Overtier.

2 Q Have you ever seen the documents that I just
3 showed you in that chronology? Have you seen them
4 before?

5 A No. Not to my knowledge.

6 Q And I think I mentioned this, but I want to
7 ask again, did you know that the NFL produced those
8 documents to the plaintiff in this action?

9 A I defer to my counsel on what was produced.

10 Q I mention that because the first topic in this
11 deposition to prepare for is defendant's discovery
12 responses and productions in this action. So in your
13 preparation for topic 1, did you review the documents I
14 showed you about the series of communications over two
15 years to Mr. Gill?

16 A No.

17 Q Another topic for the deposition was
18 plaintiff's consent to each contract concerning Game
19 Pass. Did you review any documents regarding how
20 Mr. Gill consented to any contract regarding Game Pass?

21 A I only reviewed documents between the NFL and
22 Mr. Gill.

23 Q So you have not reviewed any documents that
24 would show any sort of contract with any other company
25 other than the NFL, correct?

1 MR. LEGHORN: Objection.

2 A I've reviewed our contracts with our
3 licensees. Yeah.

4 Q So you admit that at a certain point Mr. Gill
5 had an agreement with the NFL, correct?

6 A In the 2013 through 2016 season, Mr. Gill had
7 an agreement with the NFL.

8 Q The agreements auto renew though, correct?

9 MR. LEGHORN: Objection.

10 A They're seasonal agreements, for one year.

11 Q I understand that, but you have to admit that
12 the NFL says that the agreements auto renew, correct?

13 MR. LEGHORN: Objection.

14 A During the time that we operated the business
15 between 2013 and 2016, the terms of service were
16 seasonal, only existing for one year at a time.

17 Q So the NFL never used the term auto renew in
18 its agreements with customers on subscriptions?

19 A No.

20 MR. KRONENBERGER: If we
21 could -- actually I have to rename this exhibit, bear
22 with me. If we could go to Exhibit E on the screen
23 share.

24 (Exhibit E was marked for
25 identification.)

1 MR. EAGLETON: Yeah, bear with me, it
2 gave me an error when I tried to reload the page.

3 MR. KRONENBERGER: Yeah, I was just
4 renaming it. So hopefully I didn't foul it up.

5 MR. EAGLETON: Here we go, sorry. You
6 said Exhibit E?

7 MR. KRONENBERGER: Yes.

8 MR. EAGLETON: Okay.

9 BY MR. KRONENBERGER:

10 Q Mr. Boigon, do you recognize this document?

11 A Yeah.

12 Q We can scroll to the bottom of the page so you
13 can see the Bate's number. Okay. Yeah. It actually
14 should say Exhibit E, we're going to have that fixed.
15 But this was produced by the NFL to us. What is this
16 document?

17 A Can you scroll up?

18 Q Yes. Scroll up a bit.

19 A All the way up, sorry. To the top. Yeah,
20 this appears to be a look back into what our
21 subscription terms and conditions were at a certain
22 period of time between -- I don't know, around the
23 2012/2013 season.

24 MR. KRONENBERGER: Okay. Can we scroll
25 down to paragraph F? Actually I need a number for you.

1 Let me see. I think it's 3-F. See the three is right
2 there so keep scrolling. F, right there.

3 BY MR. KRONENBERGER:

4 Q If you could read through this, but it's
5 really -- looks like the fifth line from the bottom I'd
6 like you to read.

7 A Okay.

8 Q So you previously testified that the NFL
9 agreements, subscription agreements with customers did
10 not auto renew. However, this agreement does say that
11 your annual subscription will automatically renew. So
12 would you agree that the agreement between customers and
13 the NFL automatically renewed every year?

14 MR. LEGHORN: Objection.

15 A No, I would not.

16 Q Well, do you take issue with what's written in
17 this agreement?

18 A It says the terms of service and the
19 subscription is an annual subscription that only exists
20 for one year. At the top it says, the term begins when
21 you purchase and ends before if start of the following
22 year's NFL preseason.

23 Q Yes. And then down below it says your annual
24 subscription will automatically renew on approximately
25 August 1st?

1 A The payment will renew but the terms of
2 service will not. The terms of service are a single
3 year, seasonal -- annual.

4 Q So you're suggesting that there's a second
5 contract that automatically renews in addition to the
6 NFL terms of service?

7 MR. LEGHORN: Objection.

8 A No.

9 Q Well, what is automatically renewing with the
10 customers?

11 A You will be -- it looks to say that you will
12 be billed, but the terms of service are seasonal.

13 Q Even though the terms of service are seasonal,
14 they can be renewed, correct?

15 A Each year the terms of service are renewed.

16 Q How are they renewed?

17 A How are they renewed?

18 Q Yes.

19 A It says the term begins when you purchase and
20 ends before the start of the following year per this one
21 specific year. I don't know if the terms of updated in
22 subsequent years.

23 Q So what does a person have to do in order to
24 have this agreement renew automatically?

25 A I don't know.

1 Q Let me restate that. What does a person need
2 to do in order to have this allegedly one year or
3 seasonal agreement renew for another season?

4 A It can -- this -- the terms of service cannot
5 be renewed for another season. They are only for a
6 single season.

7 Q Well, what happens if someone does not renew a
8 subscription agreement, but they continue to get billed?

9 A Sorry, I don't understand the question.

10 Q Mr. Gill had an agreement with the NFL for
11 multiple seasons, correct?

12 A For individual seasons, yes, between the 2013
13 and 2016 seasons.

14 Q For let's just say the 2014 season, how do you
15 know that Mr. Gill wanted to keep his subscription for
16 another year? Another season?

17 A You'd have to ask him.

18 Q Well, what did he do to tell the NFL that he
19 wanted to continue?

20 A He paid.

21 Q But doesn't the payment happen automatically?

22 A You have the ability to opt out of the
23 payment.

24 Q So it's a negative option, in a way. In other
25 words, if Mr. Gill did nothing, the agreement would

1 renew.

2 A The payment would renew, a new term of service
3 would begin.

4 MR. KRONENBERGER: If we could refresh
5 and put Exhibit F on the screen?

6 (Exhibit F was marked for
7 identification.)

8 BY MR. KRONENBERGER:

9 Q Mr. Boigon, do you recognize this document?

10 A Can you scroll through it?

11 Q Yes. We can scroll through this document.

12 A Yes.

13 Q We can go back to the top. What is this
14 document?

15 A Seems to be my counsel's responses.

16 Q Let's go to page 2. First question, if you
17 contend that you entered a contract with plaintiff,
18 identify each contract, the contract start date, and the
19 contract end date.

20 And I'm not going to read through this first
21 part, but we can slowly scroll to the next page. Okay.
22 Stop there. There's a paragraph that starts with, for
23 his 2019 NFL season, do you see that?

24 A Yep.

25 Q It says, for his 2019 NFL season Game Pass

1 International subscription, plaintiff contracted with
2 third parties Overtier Operations and Deltatre SPA on
3 August 2, 2019. And then there's a Bate's number. So
4 there's a statement about a contract that was created
5 and a reference to this Bate's number. So do you see
6 that?

7 A Yep.

8 Q And do you stand by this statement that
9 plaintiff, Mr. Gill, contracted with Overtier and
10 Deltatre?

11 A On the 2019 season?

12 Q Yes.

13 A Yes, they are our licensee.

14 Q And do you see how the documentary support for
15 this statement are these two Bate's numbered documents,
16 DEF164 through 170; do you see that?

17 A I see that.

18 MR. KRONENBERGER: Okay. We can
19 introduce Exhibit G now onto the screen.

20 (Exhibit G was marked for
21 identification.)

22 Okay. Let's scroll down one page.

23 BY MR. KRONENBERGER:

24 Q First you can see how this is -- this is not
25 the right document which is my fault here. Bear with

1 me.

2 I just introduced Exhibit H. Sorry for that
3 snafu.

4 (Exhibit H was marked for
5 identification.)

6 MR. KRONENBERGER: Okay. If we could
7 scroll down to Bate's 163? Actually Bate's 164 is what
8 we need.

9 BY MR. KRONENBERGER:

10 Q Okay so this is -- I'm sorry? So this is
11 Bate's number 164 and there was the reference so the
12 support for the contract between Overtier and Deltatre
13 were these documents provided by your counsel. Bate's
14 164 through 170. So why don't we slowly scroll
15 through 164 through 170.

16 Mr. Boigon, are you familiar with these
17 documents?

18 A They appear to be submitted by my counsel.

19 Q Do you believe that they are support -- that
20 Plaintiff Gill contracted with Overtier and Deltatre for
21 the 2019 NFL season?

22 A Yes.

23 Q How do they reflect the contract?

24 A Sorry, can you repeat it?

25 Q Do you see any reference in these documents

1 about Mr. Gill agreeing to a contract?

2 MR. LEGHORN: Objection.

3 A You would need to discuss it with Overtier as
4 they are the owners of these documents.

5 Q So you're not prepared to explain how these
6 documents can prove that Plaintiff Gill contracted with
7 Overtier and Deltatre?

8 MR. LEGHORN: Objection.

9 A The -- these appear to be documents provided
10 by Overtier. And so I would defer to them on the
11 content.

12 MR. KRONENBERGER: If we go to the next
13 page and look at question 2 -- I'm sorry. Let's go back
14 to the interrogatories which I think are two Exhibits
15 back. Yes, thank you. And if we can go to question 2.
16 There we go. Actually go up a bit and
17 Mr. Boigon -- scroll down a little bit so we can see
18 question 2. There we go, right there.

19 BY MR. KRONENBERGER:

20 Q Mr. Boigon, could you read interrogatory
21 number 2 to yourself?

22 A Okay.

23 Q So this interrogatory deals with the
24 termination of any contract between the NFL and
25 Mr. Gill, correct?

1 A Yeah.

2 Q And these are interrogatories to the NFL so
3 the word, your contract, means the NFL's contract, would
4 you agree with me there?

5 A No. It would be NFL International.

6 Q Okay. I believe that all of the NFL entities
7 were included in the definition of you and your. I
8 think -- but the point of my question is that I'm not
9 asking you about Overtier contracts.

10 A Okay.

11 Q Or any contracts with any company other than
12 an NFL entity; is that fair?

13 A [No audible response.]

14 Q And this question asks if the NFL contends
15 that any contract has been terminated identify the
16 termination date, the documents that support it, and
17 facts supporting it. Is that a fair summary of this
18 question?

19 A Yes. Sorry, can you scroll a little bit?

20 Q Yeah. So we can let you read -- if you want
21 you can read through it, I was going to ask you a
22 question about the sentence buried in this. If you
23 would like, you can read it to yourself first?

24 A Yeah, that would be great.

25 THE WITNESS: Can you scroll up a little

1 bit more, Jasper? Just so I can see the full second
2 page?

3 MR. LEGHORN: No, the other way. Yeah,
4 that way.

5 THE WITNESS: Sorry, yeah right there.
6 Okay.

7 BY MR. KRONENBERGER:

8 Q Okay. So if we can go to in the middle, there
9 is a sentence that starts with, rather, on August 2,
10 2019. It's sort of buried in there. See that, so I'm
11 just going read it here.

12 Rather, on August 2, 2019, plaintiff purchased
13 his Game Pass International subscription for the 2019
14 NFL season from and entered into a contract solely with
15 Overtier Operations and its third-party operator,
16 Deltatre SPA.

17 Is there anything that Mr. Gill was given or
18 shown by the NFL, or Overtier, or Deltatre that said
19 that his Game Pass subscription was terminated with the
20 NFL?

21 MR. LEGHORN: Objection.

22 A The terms of service for that season ended on,
23 I believe if you scroll up and read the response on
24 July 25, 2019.

25 Q But if he didn't do anything, that

1 subscription would renew, correct?

2 A No.

3 Q But didn't you testify previously that if a
4 consumer would do nothing with the NFL for the previous
5 seasons, 2014, 2015, 2016 that the -- would renew?

6 MR. LEGHORN: Objection.

7 A No. Did not testify to that.

8 Q So let's go back to this issue then. Let's go
9 to the 2014 season, a year after Mr. Gill signed up. He
10 obviously received Game Pass for 2014. But there's
11 nothing that Mr. Gill did or said to cause the contract
12 to renew, correct?

13 MR. LEGHORN: Objection.

14 A No, that's not correct.

15 Q What did he do to cause the contract to renew?

16 A The contract did not renew, he paid and then a
17 new contract began.

18 Q So you're saying that the payment itself
19 triggered a new contract to begin?

20 A Correct.

21 Q And you also agree that the payment was an
22 automatic payment?

23 A No, he had the ability to opt out of the
24 payment, it's not automatic.

25 Q But if he did not opt out, then it would

1 automatically charge his card, correct?

2 A For the -- between 2013 and 2014? Yes.

3 Q So for the 2019 season, Mr. Gill's credit card
4 was charged, correct?

5 MR. LEGHORN: Objection.

6 A You would need to ask our licensee, Overtier.

7 Q Well, Mr. Gill has alleged that he was
8 charged, and I don't think anybody's denied that he was
9 charged. Am I right there?

10 MR. LEGHORN: Objection.

11 A We did not operate the product in 2019. You
12 would have to ask our licensee, Overtier, to what extent
13 he was charged.

14 Q Well, let's assume that he was charged. That
15 would mean that the agreement would restart, correct?

16 MR. LEGHORN: Objection.

17 A No.

18 Q Well, didn't you just tell me a few minutes
19 ago that the agreement would restart upon each payment
20 each year?

21 MR. LEGHORN: Objection.

22 THE WITNESS: Sorry.

23 MR. LEGHORN: Go ahead, Max.

24 THE WITNESS: That was only when NFLE
25 operated the product between 2013 and 2016. I am not

1 privy to what the terms of service were for the 2019
2 season when Overtier, our licensee, operated the
3 product.

4 BY MR. KRONENBERGER:

5 Q But Mr. Gill was still working under the NFL
6 terms when he was charged on August 2, 2019, correct?

7 MR. LEGHORN: Objection.

8 A No, he was not.

9 Q You're saying that at the time he was charged,
10 August 2019, he was working under terms of service of
11 Overtier and not terms of service of the NFL?

12 A Correct.

13 Q Now, I can bring this up if you want, but I
14 did show you an e-mail that said that there were updates
15 to terms of service that were sent in October of 2019.
16 Is that the e-mail that you are referring to that
17 somehow changed the terms of service for Mr. Gill?

18 MR. LEGHORN: Objection.

19 A No, that is not.

20 Q Well, how did Mr. Gill get knowledge of terms
21 of service changing from the NFL to Overtier?

22 A You would need to ask our licensee, Overtier.
23 Per this response, our agreement ended on July 25, 2019.

24 Q Can you testify at all about what Mr. Gill
25 received, saw, heard, that would give him notice that

1 there were new terms of service that he was supposedly
2 agreeing to with a different company called Overtier?

3 A No.

4 Q Is that perhaps because there wasn't any
5 notice to him about these new terms?

6 MR. LEGHORN: Objection.

7 A You would need to ask our licensee for the
8 2019 season, Overtier.

9 Q Well, if you don't know, it's a possibility
10 that there was no notice, correct?

11 MR. LEGHORN: Objection.

12 A You would need to ask our licensee for the
13 2019 season, Overtier.

14 Q Yes, and we can talk about that, but based on
15 your knowledge here, you have no knowledge of any
16 consent whatsoever of Mr. Gill to any terms of any other
17 company, correct?

18 MR. LEGHORN: Objection.

19 A You would need to ask our licensee for the
20 2019 season, Overtier.

21 Q And I'm referring to your personal knowledge
22 about information that is in the hands of the NFL, you
23 just don't know.

24 A I don't know.

25 Q Regarding question 3 if we can scroll just a

1 bit. Could you read that to yourself, question 3?

2 A Yeah. Okay.

3 Q I believe you testified that there wasn't any
4 transfer of an agreement to a third party. Instead, you
5 testified that the agreement between Mr. Gill and the
6 NFL ended, correct?

7 A Per I think our response here to number 2, it
8 says the agreement ended on July 25, 2019.

9 Q Who had the contract with Endeavor Streaming
10 for -- let me restate that. Starting in the 2019
11 season, was there an agreement with a company called
12 Endeavor Streaming? A contract between the NFL and
13 Endeavor Streaming?

14 A No.

15 Q Was there a contract for the 2019 season
16 between Overtier and Endeavor Streaming?

17 A You would need to ask Overtier.

18 Q We can go to question 8. Okay. Could you
19 read this to yourself? This references Endeavor
20 Streaming.

21 A Okay. Okay.

22 Q First off, what is Endeavor Streaming?

23 A Neulion. It's the same, just changed the
24 name.

25 Q I see. That clears it up.

1 A Okay.

2 Q That's the great thing about deposition, you
3 can get cleared up very quickly. Or not.

4 MR. KRONENBERGER: I'm approaching the
5 end. I would propose we take probably a five-minute
6 break unless people need more. I can just make sure
7 that I've covered everything I need. Is that -- and we
8 can stop the screen share.

9 MR. LEGHORN: Five minutes is fine with
10 me to give you a moment to look through.

11 MR. KRONENBERGER: Yeah. Why don't we
12 come back at five till?

13 MR. LEGHORN: You know, and so a
14 ten-minute break, in other words?

15 MR. KRONENBERGER: Eight-minute break.

16 MR. LEGHORN: Eight-minute break. Okay.
17 Okay. Okay. Fine.

18 THE REPORTER: Okay. The time is 11:46
19 a.m. and we are now off the record.

20 (Off the record.)

21 THE REPORTER: The time is 11:55 a.m. and
22 we are back on the record.

23 MR. KRONENBERGER: I have no further
24 questions.

25 MR. LEGHORN: Okay. Thank you. I have

1 no questions at all, so I guess we're done.

2 MR. KRONENBERGER: We are indeed.

3 MR. LEGHORN: Okay. Thank you.

4 THE REPORTER: All right. And the time
5 is 11:55 a.m. We are now going off the record.

6 (Signature reserved.)

7 (Whereupon, at 11:55 a.m., the proceeding
8 was concluded.)

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CERTIFICATE OF DEPOSITION OFFICER

I, MOLLY MCCOLM, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



MOLLY MCCOLM

Notary Public in and for the
State of California

☒ [X] Review of the transcript was requested.

CERTIFICATE OF TRANSCRIBER

I, ALLISON REYNOLDS, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



ALLISON REYNOLDS

THOMAS A. LEGHORN, ESQUIRE

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MARCH 8, 2022

RE: SIETEL SINGH GILL v. NATIONAL FOOTBALL LEAGUE

MARCH 4, 2022, MAX BOIGON, 5116627

The above-referenced transcript has been completed by Veritext Legal Solutions and review of the transcript is being handled as follows:

___ Per CA State Code (CCP 2025.520 (a)-(e)) – Contact Veritext to schedule a time to review the original transcript at a Veritext office.

___ Per CA State Code (CCP 2025.520 (a)-(e)) – Locked .PDF Transcript – The witness should review the transcript and make any necessary corrections on the errata pages included below, notating the page and line number of the corrections. The witness should then sign and date the errata and penalty of perjury pages and return the completed pages to all appearing counsel within the period of time determined at the deposition or provided by the Code of Civil Procedure.

___ Waiving the CA Code of Civil Procedure per Stipulation of Counsel – Original transcript to be released for signature as determined at the deposition.

___ Signature Waived – Reading & Signature was waived at the time of the deposition.

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x Federal R&S Requested (FRCP 30(e)(1)(B)) – Locked .PDF

Transcript – The witness should review the transcript and make any necessary corrections on the errata pages included below, notating the page and line number of the corrections. The witness should then sign and date the errata and penalty of perjury pages and return the completed pages to all appearing counsel within the period of time determined at the deposition or provided by the Federal Rules.

__ Federal R&S Not Requested – Reading & Signature was not requested before the completion of the deposition.

1 SIETEL SINGH GILL v. NATIONAL FOOTBALL LEAGUE
2 MAX BOIGON (#5116627)

3 E R R A T A S H E E T

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24 WITNESS _____ Date _____

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March 4, 2022

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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